

WASHOE COUNTY

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CM/ACM DN
Finance DN
DA DN
Risk Mgt. DN
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: December 9, 2014

DATE: November 14, 2014
TO: Board of County Commissioners
FROM: 911 Emergency Response Advisory Committee
THROUGH: Gary Beekman, IT Manager, Regional Services,
Washoe County Technology Services Department,
775-328-3619, gbeekman@washoecounty.us

SUBJECT: Recommendation to approve Agreement for Services between Washoe County, on behalf of the 911 Emergency Response Advisory Committee and Intrado Inc., for the purchase of the Intrado Recording Solution for the three Public Safety Answering Points ("PSAPs") (Reno, Sparks and Washoe County); [not to exceed \$506,800; \$8,448 per month for 60 months]; total expenditures to be funded within the adopted operating budgets of the E911 Fund. (All Commission Districts.)

SUMMARY

The 911 Emergency Response Advisory Committee recommends that the Board of County Commissioners approve the purchase of Intrado's recording solution. There are a total of 24 positions that are recorded for Reno, Sparks, and Washoe County Public Safety Answering Points ("PSAPs") dispatch centers. We recommend the 911 Emergency Response Advisory Committee fund Reno, Sparks and Washoe County PSAPs dispatch recording for a total cost of \$8,448.00 monthly for a maximum term of 60 months.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

On 3/2/2005, the 911 Emergency Response Advisory Committee recommended that the Board of County Commissioner's approve an amount not to exceed \$32,706, based on a contribution of 23.7-percent of the overall equipment cost for the purchase and

AGENDA ITEM # 18

installation of the Exacom recording system. This motion carried. The 23.7% was a calculation based on the E911 trunks recorded for Reno, Sparks, and Incline Village.

On 7/10/2008, a review, discussion and possible recommendation to the Board of County Commissioners to approve, deny or otherwise modify extended warranty and software maintenance contracts for Exacom Recording equipment used by the Reno, Sparks and Incline Village (Nevada) PSAPs. The 911 Emergency Response Advisory Committee recommended to the Board of County Commissioners to approve the request in an amount not to exceed \$22,449.09. Mr. Vandenberg stated that the proposed purchase met the requirements for the use of Enhanced 911 Surcharge funds.

On 11/17/2011, the 911 Emergency Response Advisory Committee recommended upgrading the Emergency 911 Exacom Digital Recording System used by Reno, Sparks and Incline PSAPs dispatch centers [\$97,589.32] per quote Q2011102401 G2 Upgrade, dated October 24, 2011.

This quote included provisions for on-site maintenance and warranty for years 2-5 at [\$18,615.00] per year. The quote provided that line items for onsite maintenance and warranty for years 2 -5 would be added to the purchase order annually on the anniversary of the agreement. The project was to be funded within the Enhanced 911 operating budget Fiscal Years 2011-2012 through 2015-2016 as recommended by the 911 Emergency Response Advisory Committee on November 17, 2011. Five year cost [\$172,050].

On 3/20/14, the 911 Emergency Response Advisory Committee accepted the Exacom update as presented and directed staff to seek other recording solutions to replace Exacom.

On 9/18/2014, the 911 Emergency Response Advisory Committee directed staff to move forward with the Intrado recording solution for Reno, Sparks, and Washoe County PSAPs.

On 11/20/2014, the 911 Emergency Response Advisory Committee voted to recommend that the Board of County Commissioners approve a contract with Intrado, Inc. for the recording and retention of 911 emergency communications for the Reno, Sparks, and Washoe County PSAPs in an amount not to exceed \$506,800.00 [\$8,448.00 per month for a maximum of 60 months].

BACKGROUND

In December of 1995, the Board of County Commissioners established a telephone line surcharge for the enhancement of 911 telephone service. At the same time, a 911 Emergency Response Advisory Committee was created to develop a plan for the enhancement of the County 911 system and to recommend the expenditures of money collected through the surcharge.

NRS 244A.7645 provides that 911 surcharge funds may be used to pay for costs associated with maintenance, upgrade and replacement of equipment and software necessary for the operation of the enhanced telephone system.

Over the last year, the enhanced telephone system has been experiencing a loss of data recordings from the current Exacom Digital Recording System. Washoe County Technology Services was directed by the E911 Committee to seek other recording solutions. Currently Washoe County and Sparks are using Intrado recording systems which have reached their end of life cycle and are in need of upgrade. This would be an enhancement to the current services provided by Intrado.

FISCAL IMPACT

The Enhanced 911 Fund is a special revenue fund which receives revenue pursuant to NRS 244A.7643 in the form of telephone surcharges collected to support the emergency reporting system. Funds currently exist within the E911 Fund in the amount of [\$8,448.00] per month for 60 months, from Cost Center 800801 Enhanced 911 Fund – GL710200 Service Contract not to exceed \$506,800.00. No Washoe County General Fund budget will be used to support these costs.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Agreement for Services between Washoe County, on behalf of the 911 Emergency Response Advisory Committee and Intrado Inc., for the purchase of the Intrado Recording Solution for the three Public Safety Answering Points (“PSAPs”) (Reno, Sparks and Washoe County); [not to exceed \$506,800; \$8,448 per month for 60 months]; total expenditures to be funded within the adopted operating budgets of the E911 Fund.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve the Agreement for Services between Washoe County, on behalf of the 911 Emergency Response Advisory Committee and Intrado Inc., for the purchase of the Intrado Recording Solution for the three Public Safety Answering Points (“PSAPs”) (Reno, Sparks and Washoe County); [not to exceed \$506,800; \$8,448 per month for 60 months]; total expenditures to be funded within the adopted operating budgets of the E911 Fund.”.

This Agreement for Services ("Agreement") is between **Intrado Inc.** ("**Intrado**") and **Washoe County**, Nevada on behalf of the 911 Emergency Response Advisory Committee ("**Customer**"), and is effective as of the latest signature date ("**Effective Date**"). The parties may enter into additional service orders referencing this agreement (each, an "**Order**") describing the Intrado services ("**Services**"). "**Agreement**" means this Agreement for Services and all Orders. "**Affiliate**" has the meaning in Rule 405 of the Securities Act of 1933, as amended.

1 TERM: This Agreement will continue from the Effective Date until the expiration or termination of the applicable Order.

2 PAYMENT

2.1 Invoices: Customer will pay the fees described in the Orders. Intrado bills recurring fees monthly and non-recurring fees within 30 days of the Order effective date (except as otherwise specified in an Order). Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer). Subject to Section 2.4, each invoice shall be paid within 30 days of the invoice date, without setoff or deduction. Any services requested by Customer and performed by Intrado before an Order effective date or outside the scope of the Order will be billed at Intrado's then-current rate (except as otherwise specified in an Order). Intrado will apply payments to the oldest outstanding invoice.

2.2 Taxes: Customer will bear all applicable taxes, duties, and other government charges relating to the Services (including interest and penalties), except taxes based on Intrado's income. Any tax exemption must be supported by appropriate documentation.

2.3 Late Payments: Subject to Section 2.4, invoices not paid when due will accrue interest from the due date at the rate of (1%) per month. Upon each such delinquency, Intrado shall provide one or more Default Notice(s) to Customer specifying the amount and nature of the delinquency. Customer will pay all reasonable costs of collection (including attorney fees).

2.4 Disputed Invoices: Customer may withhold only good faith disputed amounts and will pay all other amounts when due. Customer must notify Intrado within 15 days of any disputed invoice, specifying the nature of the dispute. The parties will make every good faith attempt to investigate and resolve any disputed invoice within 30 days.

3 CONFIDENTIALITY: Exhibit A – Confidentiality and FOIA applies to disclosure and use of confidential information exchanged under this Agreement and disclosures required by applicable freedom of information or public records laws.

4 LIMITED WARRANTY

4.1 Warranty: Intrado warrants that Services will be provided in a workmanlike manner and function as intended, in accordance with industry standards and by individuals with suitable skills and abilities. Intrado is entirely responsible for and warrants that the Services provided under this Agreement, whether provided directly by Intrado or by any third party vendor(s) who have contracted with Intrado to provide services, software, equipment and/or materials to Customer. Any material breach and/or default of this Agreement attributable to a third party vendor shall be considered a material breach and/or default by Intrado.

4.2 Customer will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

4.3 Disclaimer: EXCEPT AS OTHERWISE STATED IN SECTION 4.1, INTRADO MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4.4 Customer Materials: Customer will provide information reasonably requested by Intrado to perform the Services, including, as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations; and contact information for problem escalation (collectively, "**Customer Materials**"). Customer warrants that: (a) Customer is solely responsible for the content and rights to the Customer Materials; (b) the Customer Materials will be accurate; and (c) Intrado's use of the Customer Materials will not violate the rights of any third party.

5 LIMITATION OF LIABILITY

5.1 Limitation: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE TOTAL CONTRACT PRICE UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM.

5.2 Application: THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

6 INDEMNIFICATION

6.1 Infringement: Intrado will (a) defend or settle any third party claim against Customer that the Services infringe any patent issued as of the Order Effective Date ("**IP Claim**"); and (b) pay any final judgment or settlement agreed to by Intrado. These obligations will not apply if a claim arises in whole or in part from (1) Customer's non-approved alteration of the Services; (2) the Customer Materials; or (3) materials, products or services not provided by Intrado or any third party vendor(s) under contract with Intrado. If an IP Claim occurs or Intrado believes may occur, Intrado may (1) obtain the right to continue the Services; (2) modify the Services so they are

non-infringing and in compliance with this Agreement; or (3) terminate the Services without liability other than this indemnity obligation. This Section describes Customer's exclusive remedy for any infringement claims.

6.2 Indemnification: Subject to Limitation of Liability herein, it is the express intent of the parties that each be responsible for its own acts or failures to act, which result in damages of whatever kind or nature to the other party. Each party agrees to indemnify and hold harmless the other party, its Affiliates, and their respective shareholders, directors, partners, officers, employees and agents, from and against any and all claims, damages, costs and expenses (including attorney fees) which arise out of the party's, officers', agents' or employees' negligent or willful acts which are related to the subject matter of this Agreement.

6.3 Procedures: The indemnified party will (a) notify the other party of any IP Claim or any claim as described in Section 6.2; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. Notice of an IP Claim must include a claim chart showing how the Services infringe the patent claims. This claim chart will not impact either party's rights or remedies under this Agreement. The indemnifying party may settle any IP Claim or claim as described in Section 6.2 without the indemnified party's consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

7 TERMINATION FOR CAUSE: Unless otherwise specified in an Order, if either party fails to cure a material breach and/or default within 10 days for late payments, or 30 days for any other default, after notice specifying in reasonable detail the nature of the default, the non-defaulting party may terminate the Agreement and pursue any other available remedies. Intrado's cure period will extend for an additional 30 days if Intrado makes good faith efforts to cure. Termination for convenience of the parties is governed by the applicable Order.

8 Funding Out Clause: In the event Washoe County fails to appropriate or budget funds required under this Agreement, Intrado hereby agrees to terminate this Agreement. Customer agrees to provide Intrado thirty (30) days written notice of termination, in the unlikely event this situation should occur, if such notice is possible. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320. Customer will pay for Services to the date of any such termination.

9 INTELLECTUAL PROPERTY

9.1 Intrado IP: Intrado retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services and any development, enhancement, improvement or derivative works of the Services except for the Customer Materials (collectively, including all intellectual property rights, "Intrado IP"). Intrado grants Customer a non-exclusive, non-transferable license during the term to use the Intrado IP only to the extent required to utilize the

Services, subject to this Agreement. Customer receives no other right, title or interest in, to or under Intrado IP. Intrado IP is Intrado's confidential information.

9.2 Restrictions: Reservation of Rights: Subject to Exhibit A—Confidentiality and FOIA, Customer will not disclose or allow access to Intrado IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access the Intrado IP and who are bound by law or written agreement to comply with Customer's duties under this Agreement. Neither party will reverse engineer, decompile, disassemble or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

10 ON-SITE SERVICES: For any Services performed on Customer's premises, Customer will (a) provide appropriate facilities, access, furnishings, equipment, software, documentation, passwords and data; and (b) maintain adequate security, safety, utilities, and environmental standards consistent with industry standards. While on the other's premises, each party will comply with the other party's security rules and regulations communicated in advance.

11 INSURANCE: Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least \$500,000 for each occurrence; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (d) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each occurrence; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per occurrence and aggregate in excess of the underlying coverage required above. Customer may satisfy any insurance requirement with evidence of a formal self-insurance program. The CGL, employer liability, excess or umbrella liability, and automobile liability policies of Intrado will designate Customer as an Additional Insured. On request, the other party will furnish certificates or a letter of self-insurance evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

12 MISCELLANEOUS

12.1 Force Majeure: Neither party is liable for delays or defaults in its performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God or government; war; terrorism; fire or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities or suppliers; or changes in applicable laws, rules or regulations.

12.2 Independent Contractors: Beneficiaries: The parties are independent contractors. No agency, joint venture or partnership is created under this Agreement. This

Agreement benefits Customer and Intrado only; there are no third party beneficiaries, including Customer's customers.

12.3 Interpretation: "Including" means including, without limitation. "Days" means calendar days. This Agreement is the joint work product of Intrado and Customer. No inference may be drawn or rules of construction applied against either party to interpret ambiguities.

12.4 Conflict: If any terms of this Agreement for Services conflicts with an Order, this Agreement for Services will govern. No preprinted purchase order or other Customer form terms will apply.

12.5 Severability: Should any provision of this Agreement be held unenforceable by a court, such unenforceability shall not invalidate the remainder of this Agreement. The remaining provisions will be enforced to the fullest extent permitted by law.

12.6 Amendment: This Agreement may be modified or amended only by written document, signed and executed by the parties, with the same formalities with which this Agreement was originally executed. No course of dealing or a failure to exercise any right or obligation will be deemed to amend this Agreement or constitute a waiver of any provision herein.

12.7 Assignment: This Agreement will be binding on the permitted successors and assigns of both parties. However, neither party may transfer or assign this Agreement (or any portion of the Services included in an Order under this Agreement) without the prior written consent of the other party, not to be unreasonably withheld. Any non-approved transfer or assignment by either party will be void.

12.8 Applicable Law and Remedies: This Agreement is governed, interpreted and construed in accordance with Nevada law, without regard to choice of law principles. Each party consents to personal jurisdiction and exclusive venue in the Second Judicial District Court in and for the County of Washoe located in Washoe County, Nevada. Injunctive relief will apply to any breach of Section 4 or 11

above. All rights and remedies specified herein are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement.

12.9 Compliance with Laws: Each party will timely obtain all consents, licenses, permits and certificates required to perform the Services under this Agreement and to do business in the State of Nevada. Each party will comply with applicable laws, rules, regulations and court orders. Intrado may cease or modify the Services as reasonably required to comply with changes in law upon written notice to Customer.

12.10 Advertising and Publicity: Neither party will use the other party's name or trademarks in any press release, advertisement, promotion, speech or publicity, without the other party's prior written consent, except that Intrado may use Customer's name in its customer lists without consent.

12.11 Affiliates; Changes: Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Communications, Inc. may provide regulated portions of the Services. Intrado may modify or improve Services during the term only with Customer's prior written consent.

12.12 Notices: All notices must be in writing and delivered to the address below. Notices are effective upon receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested or when delivered by hand, overnight courier or fax with confirmed receipt.

12.13 Entire Agreement; Exhibits and Precedence: This Agreement constitutes the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter.

12.14 Survival: The Sections titled Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property and Miscellaneous will survive termination of this Agreement.

12.15 Signature: This Agreement may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

Washoe County, Nevada on behalf of the 911
Emergency Response Advisory Committee

Authorized Signature

DAVID HUMKE

Name

Chairman

Title

Dated signed:

Address for Notices:

P.O. Box 11130

Reno, Nevada 89520-0027

Attn: David Erickson

Fax: 775-861-4080

Email: DErickson@washoecounty.us

INTRADO INC.

Authorized Signature

Name

Title

Date signed:

Address for Notices:

1601 Dry Creek Dr.

Longmont, CO 80503

Attn: Legal Department, copy attn: Corporate
Controller

Fax: 720-494-6600

EXHIBIT A
Confidentiality and FOIA

Except to the extent disclosures are required under applicable freedom of information laws or regulations, public records laws, or as required to obtain governmental approval of this Agreement. The terms of this Exhibit A – Confidentiality and FOIA will apply to information disclosed under this Agreement. Customer may disclose Intrado's Confidential Information only to the extent required by applicable law or regulation. Customer will give sufficient notice to Intrado to allow Intrado to claim applicable exemptions, make applicable objections or seek appropriate limits or restrictions on use and disclosure of its Confidential Information.

1. **Definitions:** "Confidential Information" means all information disclosed by or on behalf of either party ("Disclosing Party") to the other party ("Recipient") that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable business person would treat as proprietary, confidential, or private, even if not so marked. Confidential Information includes, but is not limited to a party's financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms or other business information. "Affiliate" means any person or entity directly or indirectly controlled by, controlling or under common control of a party.
2. **Exclusions:** Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Agreement; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by the Recipient without the use of Disclosing Party's Confidential Information.
3. **Use and Disclosure:** Recipient and its employees, Affiliates, agents and contractors will: (a) use the Confidential Information only for the Agreement; (b) disclose the Confidential Information only to its employees, Affiliates, agents, and contractors with a "need to know" for the Agreement; (d) use the same standard of care to protect Disclosing Party's Confidential Information as Recipient uses to protect its own similar confidential or proprietary information, but not less than reasonable care appropriate to the type of information; (e) reproduce Disclosing Party's confidentiality or proprietary notices, legends or markings on all copies or extracts of Confidential Information; and (f) use and disclose the Confidential Information as authorized in writing by the Disclosing Party. Recipient is responsible for compliance with this Agreement by its employees, Affiliates, agents and contractors.
4. **Required Disclosure:** If required to disclose any Confidential Information by law or court order, Recipient will promptly notify the Disclosing Party (unless prohibited by law) and cooperate with Disclosing Party, at Disclosing Party's expense, to seek protective orders or appropriate restrictions on use and disclosure. The Section titled Use and Disclosure does not apply to disclosure required under this Section.
5. **Return or Destruction:** Within 30 days after termination of the Agreement or written request of Disclosing Party, Recipient will return or destroy Disclosing Party's Confidential Information. Recipient will certify return or destruction if requested by Disclosing Party. Recipient may retain Disclosing Party's Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Disclosing Party's Confidential Information that is not reasonable to return or destroy (for example, retained in archive or backup systems) as long as it is retained by or for Recipient.



1. INFORMATION

| | |
|------------------------------|---|
| Customer Name: | Washoe County, Nevada on behalf of the 911 Emergency Response Advisory Committee |
| Order Effective Date: | Latest date signed below. |
| Initial Term: | <ul style="list-style-type: none"> • Commencing on Order Effective Date • Ending 60 months after Order Effective Date |
| Renewal Terms: | Term for renewal will be negotiated prior to expiration of this Order. |
| Governing Agreement: | Agreement for Services of even date herewith |

2. SERVICE DESCRIPTION

This project concerns the recording and retention of 911 emergency communications for the three primary Public Safety Answering Points ("PSAPs")—Washoe County, Reno and Sparks. Intrado Inc. ("Intrado") will provide the following services ("Services") as described in this Service Order ("Order") and the referenced Statement of Work. Customer will pay the amounts specified in this Order and fulfill its responsibilities stated in the Statement of Work. The Statement of Work may also describe Optional Services not included in the standard Services, which Customer may purchase at this time or by completing a future change order, all at the prices stated herein (if applicable).

2.1 Purchased Services for Power LVR

| Service | Supporting Documents |
|-----------|--|
| Power LVR | Statement of Work between Intrado Inc. and Verint Americas Inc. for end user Washoe County, NV ("SOW") |
| | Audiolog Maintenance and Support Plan |

2.2 Out of Scope Services

Customer requests for services outside of the Statement of Work or this Order will require a separate change order executed by the parties.

3. PRICING**3.1 Fees**

The following are the fee(s) and payment schedule for the Services listed in Section 2 above. Fees are based on the three PSAPs (Washoe County, Reno and Sparks), with a total of 24 total Positions.

| Power LVR Service | One Time Fee ("OTF") | Monthly Recurring Fee ("MRF") |
|---------------------------------------|----------------------|-------------------------------|
| Setup, Configuration and Installation | Waived | |
| Support and Maintenance, per position | | \$352 |
| Total MRF | | \$8,448 |

3.2 Pricing Notes

- a. If applicable, OTFs will be invoiced on the Order Effective Date.
- b. MRFs will commence as of the date of Acceptance of each Service (see Section 4.3 below). MRFs for Enhanced Data Services will commence as of the date of Acceptance of the first Enhanced Data Service. The MRF(s) will be prorated on a 30 calendar day month for the first MRF invoice billing for each Service component.
- c. Pricing for this solution for the three primary PSAPs is based on a minimum of 24 positions.
- d. If requested, additional PSAPs may be added through a change order (see Section 2.2 above). The fees above apply to all Positions, even if a specific Position is not using a particular Service.
- e. The professional services rate of \$275.00 per hour will apply to out of scope services unless a recurring rate is agreed by the parties for such services.
- f. Intrado will determine if it is necessary to go on-site to repair a problem with the Services. For premise visits requested by Customer which fall outside the scope of services found within any active agreements, the parties will agree in writing about the visits and/or additional services, and fees will apply at the above professional services rate, including travel time, with a two hour minimum, during local business hours (8 am-5 pm, M-F, excluding Intrado-observed holidays), with additional rates to be agreed upon by Intrado and Customer if the visit extends before or after these hours.
 - “Business Day” is hereby defined as a non-holiday Monday through Friday. The additional rates are specified below:
 - Any out of scope Service that Customer requests during Normal Business Hours on a Business Day is subject to a base Hourly rate of \$270 per hour or Daily rate of \$2,160 per day; this is cost to the Customer.
 - Any out of scope Service that Customer requests to be delivered outside of Normal Business Hours on a Business Day is subject to a fifty percent (50%) premium, base Hourly rate of \$405 per hour or Daily rate of \$3,240 per day; this is cost to the Customer.
 - Any out of scope Services that Customer requests to be delivered on a weekend or holiday recognized by Verint is subject to a one hundred percent (100%) premium, base Hourly rate of \$540 per hour or Daily rate of \$4,350 per day; this is cost to the Customer.

4. SERVICE SPECIFIC TERMS

4.1 Single Point of Contact; Escalation

Intrado will provide Customer with a Program Manager who will serve as the Customer’s single point of contact (“SPOC”) for management of all aspects of the initial Power LVR Services Implementation. This includes process development, data migration, equipment installation, system configurations, testing, production turn-up and on-going service and support. The SPOC will also be responsible for assessments, planning and implementation of the Services.

The Program Manager will continue to serve as Customer’s primary point of contact for issues resolution, escalations, enhancement requests, and planning.

Additionally, Intrado and Customer will exchange key contacts for technical, operational, and managerial personnel assigned to the Power LVR Services deployment and ongoing support. Intrado will provide Customer with an emergency support 24x7x365 contact number and an escalation contact list. Each party will update and publish these lists on a regular basis.

4.2 Implementation

The parties have designed a project implementation plan as set forth more fully in the SOW at section 5. This plan shall be fully implemented no later than sixty (60) days following the execution of this Order, subject to events beyond Intrado's control and to events that are the responsibility of or are under Customer's control.

4.3 Service Acceptance

"Acceptance" will occur upon Customer's written acceptance of each stage of the project implementation plan and final written acceptance after a "go live" launch of the Services without material defects. If Customer fails to deliver notice of written acceptance, then acceptance will occur 30 days after "go-live" launch of the Services without material defects.

4.4 Ongoing Maintenance and Support

Ongoing maintenance and support is detailed in the attached document titled "Audiolog Maintenance and Support Plan."

4.5 Limited Exclusivity

Customer grants Intrado the exclusive right to provide the Services set forth in this Order and the referenced Statement of Work to Customer. Intrado may provide services similar or identical to the Services to any other entity or person, whether or not such services are used for emergency purposes; provided, however, that Intrado does not use Confidential Information of Customer to do so.

4.6 Termination for Convenience

This Order may be terminated at any time with or without cause upon 90 days written notice. If Customer terminates without cause (for convenience), then Customer agrees to pay Intrado a termination fee of \$385,000 ("Fee"). This Fee is not a penalty. It is designed to help compensate the upfront implementation cost incurred by Intrado. Any MRF's paid by Customer prior to termination without cause will be credited against the Fee.

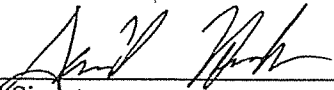
5. EQUIPMENT

Intrado retains full and uncontested ownership of all equipment provided to Customer until such time as Customer pays all fees contemplated in this Order. If Customer terminates this contract for any reason prior to the expiration of the initial 60 month term, Customer explicitly grants Intrado the uncontested right to repossess all equipment delivered to Customer pursuant to this Order.

6. ENTIRE AGREEMENT

This Order is made under the Governing Agreement first referenced above. This Order and referenced Statement of Work, along with the Governing Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter, including any proposals or marketing materials. The order of precedence for any conflicts is: (i) the Governing Agreement; (ii) this Order; and (iii) the Statement of Work. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

WASHOE COUNTY, NEVADA



Authorized Signature

David Humke

Name Typed or Printed

Chairman *December 9, 2014*

Title Date signed

INTRADO INC.

Authorized Signature

Mary Hester

Name Typed or Printed

President

Title Date signed



Witness Actionable Solutions

Statement of Work

for Intrado for end user Washoe County, NV

| Version and Description | Updated on: | Updated by: |
|-------------------------|-------------|------------------|
| Initial SOW | 07-03-2014 | Larry Williston |
| Updated verbiage | 11-06-2014 | Larry Williston |
| Updated Verbiage | 11-11-2014 | Richard Johnston |
| | | |

Table of Contents

| | |
|--------------------------|---|
| Section 1: | Introduction |
| Section 2: | Executive Summary |
| Section 3: | Environment |
| Section 4: | Work Locations and Service Hours |
| Section 5: | Project Milestones and Acknowledgement of Services |
| Section 6: | Customer Responsibilities Overview |
| Section 7: | Implementation Teams – Role Definitions |
| Section 8: | Change Control Process |
| Attachment A: | Change Control Form |

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Section 1: Introduction

This Statement of Work ("SOW") is attached to and made a part of the **Quote # 01242014_273_8LW Master Agreement** between **Intrado** ("Reseller") and **Verint Americas Inc.** ("Verint").

This SOW outlines the technical solution, services, and deliverables for the implementation of the Verint software system within the Customer Environment. In the event of any conflict between the terms and conditions of this SOW and the Service Order, additional or conflicting terms in the Service Order shall control. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

Project Name: Audiolog Public Safety and Call Center recording Base Implementation

Account Executive: Gary Schiavo

Pre-Sales Engineer: Larry Williston

Audiolog Business Partner: Intrado

Services Scoped By: Larry Williston

SOW Prepared By: Larry Williston

Date Prepared: 07-03-2014

Section 2: Executive Summary

Audiolog Recording Solution Overview

Customer will have the following business solution implemented in the Customer Environment.

To meet the requirements of Washoe County, Intrado has entered into a contract with third party vendor Verint Systems ("Verint"). Intrado shall provide a Public Safety Recording Solution based upon the Verint Audiolog. This Audiolog Solution will be based upon the Audiolog release version 5.

To accomplish the recording requirements at each PSAP, Primary PSAP Reno, NV, with 2 additional PSAPs Sparks & Washoe County, Verint will deploy five (5) Audiolog recorders and one (1) Central Archive Server ("CAS"). At the primary PSAP, Verint will deploy two (2) Audiolog TLR Recording Servers, one (1) Telephony recorder and one (1) CAS server. At each of the other PSAPs (Sparks and Washoe County), Verint will deploy (1) Telephony recorder.

To record Radio Communications, two dedicated Trunked Logging Recording ("TLR") Servers will be deployed to record the Harris EDACS and the Harris VIDA Pm25 IP Trunked Radio Communications. These Audiolog TLR are designed to record 200 Talkgroups and capture Radio metadata with each recorded transmission. This metadata is provided by the Motorola Archive Information Server and includes such info as Radio ID, Radio Alias, Talk group ID and Talk Group Alias. This will enable users to search and retrieve recorded radio communications based upon Talk group and/or Radio information.

The solution shall include integrated playback capability for Five (5) positions from the primary PSAP. This software will be installed on a Customer computer. Verint shall supply information that explains the features of the logging recorder and the availability of NG-911 features.

The process of unifying and creating redundant copies of recorded calls begins with each Audiolog Recording Server recording all calls to the local Audiolog Server as a compressed wav file (files may be encrypted at Customer's option). Each Audiolog Recording Server will then copy and upload recorded calls to the CAS. This CAS may be located anywhere on the Customer's LAN/WAN. It is not required to be "geographically" co-resident with the individual Audiolog Recording Servers.

Based on the current call volume used to calculate storage on the proposed system there would be sufficient storage to store calls for 2 years and 1 day. If the call volume changes or the recording method changes and sufficient storage is no longer available, Washoe County can then add additional storage by means of an external storage device NAS or SAN without having to purchase any additional licenses.

Depending upon the call retention requirements of each agency, the CAS may not provide sufficient storage to retain the calls for the retention period. If this is the case, Audiolog allows for each CAS to also leverage a Network Attached Storage ("NAS") Device or a Storage Area Network ("SAN") to meet the requirement. There is no cost or license to enable this feature. Verint will be happy to work with **Customer** to determine the long term storage requirements.

❖ **Important Note:** NAS or SAN solutions may be added to the solution at a later date.

Server Configuration

1) TLR Radio Recorder EDAC

Audiolog Server License (Version 5)

200 Talkgroups seats Audiolog Operational Recording

Audiolog 5000 Series Server Hardware

Audiolog 5000 Series Maxpro VOIP Quad core TLR Server

1 Telephony DT6409 dual Terminating card board, 48 ports per card

1 Intel-PRO/1000GT Dual Port Server Adapter

2) TLR Radio Recorder Harris VIDA P25 IP

Audiolog Server License (Version 5)

200 Talkgroups seats Audiolog Operational Recording

Audiolog 5000 Series Server Hardware

Audiolog 5000 Series Maxpro VOIP Quad core TLR Server

1 Intel-PRO/1000GT Dual Port Server Adapter

3) Telephony Recorder (Reno)

Audiolog Server License (Version 5)

48 seats Audiolog Operational Recording

Audiolog 5000 Series Server Hardware

Audiolog 5000 Series Maxpro Dual core Server

2 Telephony Card-LD2409 board, 24 analog port per card

2 SeaLevel Contact Closures

4) Centralized Archived Server ("CAS")

Audiolog CAS Server License (Version 5)

Audiolog 5000 Series Server Hardware

Audiolog 5000-Series Win2008 Server MAX-PRO/Dual Core

2 TB usable storage upgrade

Blue-Ray Drive

5) Telephony Recorder (Sparks)

Audiolog Server License (Version 5)

24 seats Audiolog Operational Recording

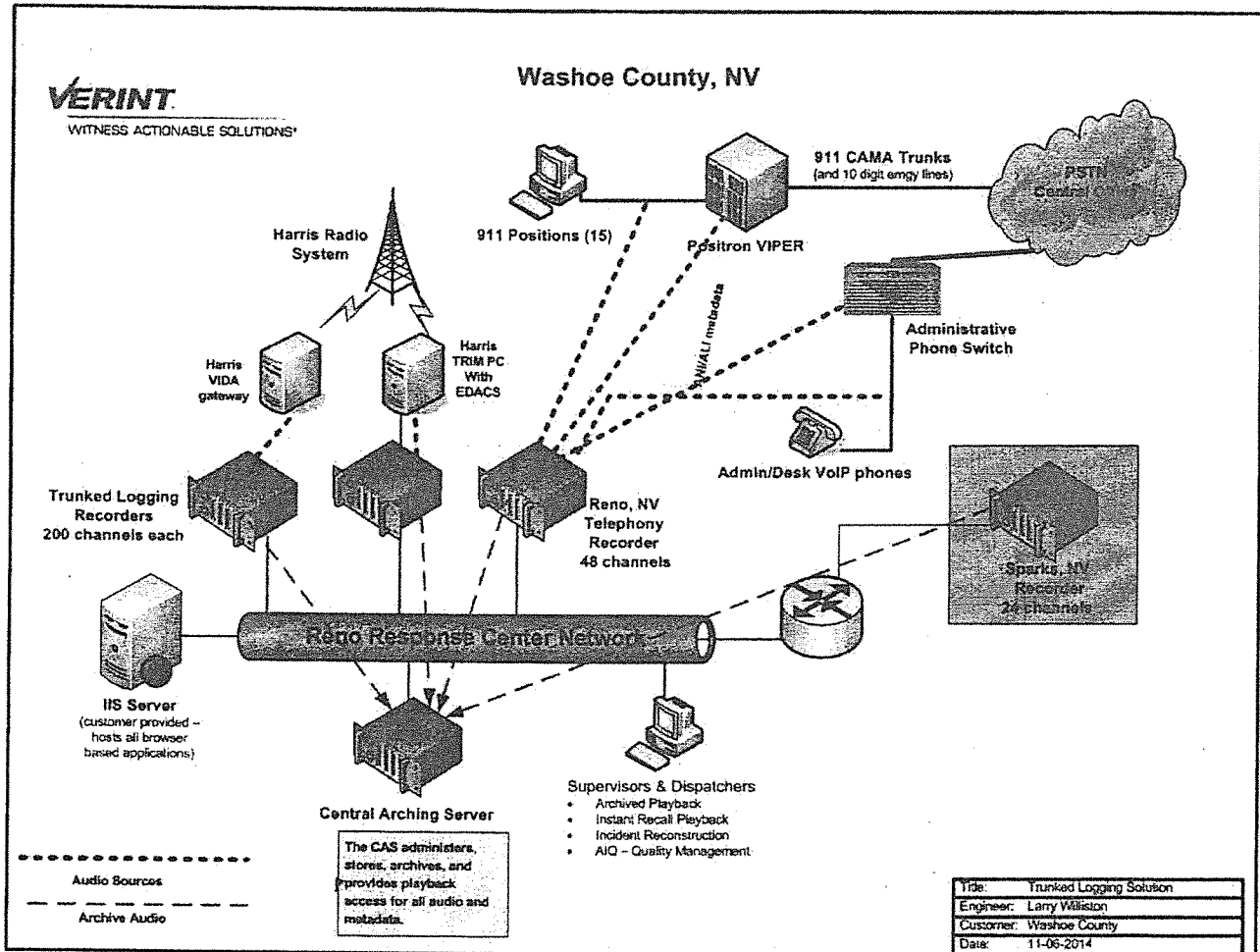
Audiolog 5000 Series Server Hardware

Audiolog 5000 Series Maxpro Dual core Server

1 Telephony Card-LD2409 board, 24 analog port per card

1 SeaLevel Contact Closures

Network conceptual diagram





Witness Actionable Solutions

This implementation will be performed for the following Customer Site(s):

Washoe County

Gary Beckman GBEEKMAN@washoecounty.us

Primary site: Reno, NV

Sparks, NV

Section 3: Environment

This SOW defines the implementation of the above described solution into the Customer's technical and telephony environment.

Customer provided and Verint provided equipment, if applicable, are detailed in the Customer Furnished Equipment ("CFE") defined below. Solution Architecture details and diagrams are detailed as defined in the Audiolog Recording Solution Overview above.

| | |
|---------------------------------|---------------------------|
| ACD Type: | _____NA_____ |
| Radio Type: | Harris P25 and EDACS_ |
| CTI Type: | _____VIDA/Trim_____ |
| Database Type: | Microsoft SQL and Express |
| Server Operating System: | _____Windows 2008 R2 _ |

Detailed Requirements for Customer Furnished Equipment (CFE) Servers

Recording Servers - CFE Approval Process

Until further notice, fulfillment of any CFE recording solution (both TDM and VOIP Recording Servers) requires written approval from Verint Sales Management, and must be obtained by the appropriate Verint Channel Manager or Account Executive prior to the submission of the PO to the Verint Orders team. Your Verint Channel Manager or Account Executive will review the request with Product Management and Engineering for feasibility of CFE in the Solution Design. Once received, the written permission should accompany the Purchase Order at the time of order. Failure to obtain and/or include the written permission may result in rejection of the order at the discretion of Verint Sales Management and Product Management/Engineering. This policy will remain in place until such time as Verint Sales Management finds it appropriate to amend or alter the policy.

Unlike recorders (TDM and VOIP), CFE is always acceptable for CAS Servers, Encryption Key Servers, and IIS Web Servers. The Server Specifications as outlined below are provided for any of these cases.

| Hardware | |
|----------------------------|--|
| Processor | 1 x quad-core Intel 5620, 2.4 GHz or equivalent |
| Memory | 4 GB |
| Storage Type | SATA 7200 RPM, Fibre SAN, iSCSI SAN for all except OS partition |
| RAID Cache | 512 MB with BBWC or FBWC |
| PCI Expansion Chassis Slot | X8 PCI-Express slot, for TDM Recorders with turnkey telephony cards only |
| LAN Ports | Refer to CFE Guide document for IP recorder NIC requirements |
| Recording Capacity | TDM: 168 channels + full time screen recording VoIP or Hybrid (VoIP + TDM): 52 total recording channels (VoIP seat + TDM seat + single monitor Screen Recording) (can host up to 48 AVAYA CMAPI/DMCC sessions) |
| Virtualization | Supported on VMWare for servers without Recording role (TDM, VoIP, and Screens). Requires PER. Supported on Hyper-V for servers without Recording Role. |
| Software | |
| Operating System | Windows 2008 64-bit R2 Standard Edition |
| Drive Partitions | c:\ - Formatted NTFS, Minimum of 50gb in size with a minimum of 10gb free D:\ - Formatted NTFS, remaining drive space available to system (Space required will vary based upon the storage and retention requirements for individual customers.) |
| SQL Server | Microsoft SQL Server 2008 32-bit (standard or express) |
| IIS | Required for hosting AIR, AIQ, or Insight Center |

Support Accountability

Where CFE solutions are deployed, Verint Support will address issues as normal. However, where Verint Support concludes that the issue resides with the hardware configuration, it will be the responsibility of Intrado and customer to identify and resolve the issue.

Section 4: Work Locations and Service Hours

Work Locations:

Verint implementation activities typically involve a site visit by one or more members of the Verint Implementation Team, but portions of the services associated with this SOW may be conducted off-site as appropriate. Travel and living expenses incurred in the performance of the services associated with this SOW are included in the fees associated with this SOW. No additional travel and living expenses will be billed to the Customer.

Normal Service Hours:

- The fees associated with the Services described herein are based on Verint performing said Services with no more than eight (8) hours ("Work Day") during Normal Business Hours on a Business Day
- **"Normal Business Hours"** is hereby defined as 8:00 a.m. to 5:00 p.m. local time
- **Business Day** is hereby defined as a non-holiday Monday through Friday
 - Any out of scope Service that Customer requests to be during Normal Business Hours on a Business Day is subject to a base Hourly rate of \$270 per hour or a Daily rate of \$2,160 per day this is cost to the customer.
 - Any out of scope Service that Customer requests to be delivered outside of Normal Business Hours on a Business Day is subject to a fifty percent (50%) premium, base Hourly rate of \$405 per hour or Daily rate of \$3,240 per day this is cost to the customer.
 - Any out of scope Services that Customer requests to be delivered on a weekend or holiday recognized by Verint is subject to a one hundred percent (100%) premium, base Hourly rate of \$540 per hour or Daily rate of \$4,350 per day this is cost to the customer.

Section 5: Project Milestones and Acknowledgement of Services

Each Service deliverable, task or milestone identified below will be deemed delivered when Customer has signed the applicable Confirmation of Services ("COS") document. The Customer will receive a request to acknowledge that the services have been rendered in accordance with the SOW. Customer must accept or reject the requested acknowledgment of completion either by signature or by e-mail.

This section provides the details for the Services engagement including Milestones, Tasks, and Deliverables.

Milestones, Tasks and Deliverables

Milestone: Implementation

Project Initiation

Description

This phase consists of the Project Kickoff, Planning and Design sessions.

During the Project Initiation, the Verint Project Manager or Verint Certified Contractor will meet with Customer's technical and business representatives to review and verify the components of the technical environment and service milestones for the project. The Verint Project Manager or Verint Certified Contractor will then determine the appropriate assignment of tasks.

The Verint Project Manager or Verint Certified Contractor will also arrange the appropriate Design sessions to address application consulting, best practices configurations and technical architecture and configuration requirements.

The Project Initiation and Design sessions will be scheduled with **Intrado**, the Customer's project team and the appropriate Verint Resource or Verint Certified Contractor to discuss the following, as appropriate:

- Configuration for the following:
 - Full-Time Recording
 - Quality Monitoring
 - Customer environment, architecture and technical design configurations for the following:
 - Application configuration design document(s)
 - Customer Telephony and Network environment
 - Integration Design Specification (if applicable)
 - Call Scenario Test Plan (with supported call flows)
 - Customer's network topology
 - System architecture and component sizing
 - Review the Customer's recording requirements against Verint' standard tagging events and capture any non-standard specific requirements that need to be documented, reviewed and agreed upon. Based on such non-standard requirements, additional professional services fees may be imposed.
 - Review Verint' standard call flow scenarios and capture any additional call flow scenarios specific to the Customer's environment. Based on such non-standard requirements, additional professional services fees may be imposed.
- Update or complete an Integration Design Specification and approve

Deliverables

- Pre-installation checklist
- Site Preparation Guide
- Site Readiness Checklist
- Project Milestones with Associated Tasks
- Project Task Assignments
- Project Schedule
- Application configuration design documents
- Mutually agreed upon Integration Design Specification ("IDS") document and Call Scenario Test Plan

Verint Responsibilities/Tasks

- Review order details
- Review Customer project expectations
- Review training requirements and schedule
- Review system architecture and sizing
- Confirm Customer's hardware delivery and installation
- Review of Confirmation of Services process
- Create and deliver Site Readiness checklist to be completed by Customer
- Define project milestones
- Assign project tasks
- Create and deliver project schedule
- Provide application configuration design document
- Provide IDS document and Call Scenario Test Plan
- Schedule Verint Resource or Verint Certified Contractor

Site Readiness

Description

The Verint Project Manager or Verint Certified Contractor will perform a Readiness Assessment Audit after the Project Initiation and at least two (2) weeks prior to scheduled installation. If, at the conclusion of the Readiness Assessment Audit, the Verint Project Manager or Verint Certified Contractor decides the on-site installation is to begin, the appropriate Verint Resource or Verint Certified Contractor will be scheduled.

Deliverables

- Readiness Assessment Audit
- Site Readiness Documentation

Verint Responsibilities/Tasks

- Review Site Readiness Documentation
- Review security requirements for Verint Resource or Verint Certified Contractor and define associated login authority and network access
- Schedule appropriate Verint Resource or Verint Certified Contractor

Installation

Description

The Verint Resource or Verint Certified Contractor will begin the installation process by reviewing the Customer's environment to ensure that it is consistent with the Readiness Assessment Audit. Verint will install all licensed Verint software, configure said software to integrate with the Customer's telephony environment, conduct an application pilot, and test all key functionality. Initially, this will be performed in a test environment. Subsequent to initial testing, and with **Intrado** approval, the applications will be configured for a production environment. Verint will complete the installation by submitting site

documentation, performing knowledge transfer to Customer's technical support staff and performing a system hand-off to Customer and the Verint Customer Support team (or outsourced Verint subcontractor).

Deliverables

- Verint software installation and configuration
- Application pilot tested for key functionality
- Site documentation

Verint Responsibilities/Tasks

- Reviewing the Customer's environment to ensure that it is consistent with the Readiness Assessment Audit
- Verint software installation and configuration
- Verify related third-party software (must be licensed by the Customer) is installed and configured for integration to the Verint solution
- Perform system testing and complete Customer site documentation
- Knowledge transfer to the Customer's technical support staff in loading and configuring Verint Supervisor software (up to three (3)) and agent client software (up to three (3)).
- Add a pilot group of up to three (3) Agent and three (3) supervisor workstations to the Verint database and perform system testing
- Confirm operation of key Verint software functions and client installations on Customer's workstations if applicable
- Confirm that the Customer training room is configured and ready for the Verint On-Site Instructor's arrival
- Perform knowledge transfer with Customer's technical personnel including but not limited to architectural overview, scheduled maintenance, database maintenance, and operation, care and troubleshooting
- Conduct System Turnover Meeting with key organization contacts and other members of the Customer's project team to turn over operation and maintenance of the system to Customer.
- Provided Customer has subscribed and paid for Support, formally turn the installed site over to the Verint Customer Support team (or outsourced Verint subcontractor) for Verint software Support

Integration

Description

Verint will provide an Integration Design Specification detailing the Customer-specific system configuration. Verint will configure and test all integrations (using the Customer's environment) to meet the requirements identified in the Integration Design Specification. Integrations will be performed with Customer's supported ACD environment in order to enable standard functionality in the applications identified below.

Deliverables

- Recording and Quality Monitoring
- Integration Design Specifications Document

- Call Scenario Test Plan

Recording Integration

Description

Verint will develop and unit test configurations for call recording control and standard data tagging. Verint and Customer will participate in Call Scenario testing, which will be conducted using Customer's environment.

Deliverables

- Integration Design Specifications Document
- Call Scenario Test Plan

Customer Responsibilities/Tasks

- Review and approve the Integration Design Specification Document
- Review and approve the Call Scenario Test Plan
- Participate in Call Scenario testing
- Ensure all integration points are configured and available as required for the Customer's specific integration
- Provide necessary test environment to include a minimum of three (3) test phones, three (3) test agents, one (1) ACD queue with agent login information, one (1) pilot number, and three (3) Agent and supervisor workstations

Verint Responsibilities/Tasks

- Review the Integration Design Specification Document
- Review the Call Scenario Test Plan
- Perform Integration as defined by Integration Design Specification
- Conduct Call Scenario testing
- Review and update site documentation
- Perform server administration knowledge transfer with Customer's server personnel, including but not limited to, architectural overview, scheduled maintenance, database maintenance, and operation, care and troubleshooting of the application server.
- Conduct System Turnover Meeting with key organization contacts and other members of the project team to turn over operation and maintenance of the system to Customer.
- Provided customer has subscribed and paid for Support, formally turn the installed site over to the Verint Customer Support team (or outsourced Verint subcontractor) for Verint software Support

Milestone: System Testing

Description

Verint, **Intrado** and Customer will perform system testing to mutually validate functionality of key components of the installed solution. The testing will be performed in a controlled environment which allows Verint and Customer to properly perform testing and validate results per the Verint System Test Plan.

Deliverables

- System Test Plan (Installation Checklist) with documented results

Verint Responsibilities/Tasks

- Perform System Testing with Customer's participation
- Document test results

Milestone: Training

Training delivery methods are described below. Course-specific details including agendas, format, duration and recommended participants will be provided by the Verint Project Manager or Verint Certified Contractor. All On-Site Training classes are limited to ten (10) attendees per training session.

On-Site Training (Verint Professional Services)

- **2 day(s) total**

Description

Verint Professional Services provides an on-site course for administrators and Evaluators with information and practical skills regarding the use of the Verint Audiolog software.

Deliverables

- On-Site course
- Class manual

Verint Responsibilities/Tasks

- Schedule & conduct the training in a timely fashion
- Relay the information relative to appropriate training facility needs – room, equipment, etc.
- Order and ship appropriate training materials to the Project Lead
- Provide a resource to conduct the training session

Deliverables

- Virtual webex sessions

Customer Responsibilities/Tasks

- Register attendees
- Ensure attendees have the prerequisite skills
- Provide Crystal Reports (version 9 only)

Verint Responsibilities/Tasks

- Communicate the registration process
- Provide course descriptions and prerequisites
- Provide virtual training

Section 6: Customer Responsibilities Overview

- Provide access to data required for employee and organization load in the Verint-specified format
- Provide security access to buildings and necessary rooms specific to the implementation process
- Arrange for workspace as needed by the Verint Implementation Team including but not limited to an active network connection, internet access, and a working telephone
- Provide physical, server and network access to site for all on-site Verint personnel as needed
- Provide necessary test phones and/or test pc's to allow Verint personnel to perform control testing and system review with appropriate Customer resource
- Provide necessary test environment to perform system testing including a minimum of three (3) workspaces with all necessary equipment to simulate production environment
- Customer supplied hardware purchased, installed and made ready including, without limitation, installation of the operating system, TCP/IP, voice cards (if applicable) and third party software. Installation must be completed prior to arrival of the Verint Resource or Verint Certified Contractor. Customer must provide web server for hosting AIR/AIQ and separate server for screen recording. Hardware specifications available from Audiolog Presales.
- Install supported operating system as necessary on all Customer supplied hardware
- Acquire and install a copy of the relational database management system (RDBMS) software if applicable
- Acquire and have sufficient RDBMS server licenses for client connectivity if applicable
- Synchronize time clocks on all servers and data sources (with time zone adjustments as appropriate)
- Provide full security access between all required servers
- Provide any relevant RDBMS passwords needed to complete installation with security levels in accordance with Verint specifications
- Ensure the installation of all cabling and termination as identified by Verint and in accordance with Site Readiness process
- Distribution of all required software to the Agent and supervisor workstations if applicable
- Establish remote access to all Verint servers for Verint Implementation Team throughout the project life cycle and ongoing Verint support
- Establishment and maintenance of system environment which meets Verint' minimum specifications, including, without limitation, Customer's ACD, data network, hardware, Agent and client workstations, telephony, telephony servers, dialers, CRM servers, database, database servers, mail servers, Web servers, and any and all non-Verint supplied enabling or collaborative technology
- For any onsite workshop or training event:
- Provide adequate meeting space for the duration of any on-site workshop or training event

- Provide materials requested by the Verint Resource or Verint Certified Contractor (i.e.: flip chart paper, LCD projector, etc.)
- Provide the training environment as specified by Verint including ensuring that the Verint software is up and running, providing required access to the system including participant logins
- Provide a technical contact to help with any connection/network access issues encountered during a workshop or training event
 - Prior to permitting Verint to access any Customer system, Customer is responsible for ensuring that any data related to that system is backed up. Verint is not responsible for remediating any lost or corrupt data resulting from an Error in the system or the provision of Services under this SOW. Customer acknowledges and agrees that it is solely responsible for such data and that such data is under Customer's exclusive control.

Section 7: Implementation Team Roles and Responsibilities

Implementation Teams

All potential roles are described hereunder. Not all roles detailed will be applicable and/or necessary for every project. The specific roles necessary to fill for the purposes of completing the milestones in Section 4 of this document will be detailed and confirmed by the Verint Project Manager or Verint Certified Contractor at the outset of the project. The parties are responsible for identifying their respective resources to fill each necessary role.

Verint Implementation Team

- **Project Manager:** This individual is responsible for managing the implementation process to completion and is the primary contact for the Customer. The Verint Project Manager or Verint Certified Contractor is the facilitator for all project activities, is responsible for scheduling all Verint Resource or Verint Certified Contractors.
- **System Engineer, Solution Designer, System Integrator, Project Solutions Engineer:** These individuals are responsible for the Verint software installation and integration to the Customer's data sources, system testing, and configuration solution design when applicable.
- **Application Consultant, Application Specialist, Business Consultant:** These individuals are responsible for facilitating workshops, business discovery, post-implementation review(s) and solutions consulting.
- **On-Site Instructors:** These individuals conduct all training

Customer Implementation Team

- **Executive Sponsor:** Responsible for the decision to purchase the Verint software solution and is expected to contribute information about Customer's goals for the software to the organization.
- **Project Lead:** Customer's primary point of contact that is responsible for onsite project coordination and data delivery. This individual must be authorized by senior management with the decision-making powers to ensure the success of the implementation or services engagement.

- **Scheduler:** This individual will be the primary user of WFM software and should have detailed knowledge and/or access to data about agents, queues, shifts, and restrictions.
- **Verint Application Administrator:** This individual accepts overall ownership responsibility for the Verint software and is skilled and trained to ensure performance effectiveness. This person is also responsible for the development and maintenance of the Verint evaluation forms.
- **Customer System "Owners":** The Verint software will receive data from a variety of systems. For each of these systems, the Customer's team must include an individual(s) who is thoroughly knowledgeable about the system, its configuration, and its reporting capabilities. System "Owners" will have responsibility for creating reports or providing information regarding database structure to provide data that is read into any Verint database.
- **Networking Specialist / IT Contact:** Responsible for procuring and setting up the Servers and PC's on which the Verint software will be installed. This individual is also responsible for ensuring that there is sufficient IT infrastructure (network connection, network disk space, etc.) for system input data to be written and stored on an ongoing basis for use with Verint software. The Networking / IT Contact is also responsible for establishing database backup procedures, for ensuring connectivity between the Verint client PC's and the Verint database(s), and for being trained on the data integration components of the Verint solution(s). This individual is also responsible for maintenance and update of the Verint software integration into the Customer's computer telephony network environment if applicable. These responsibilities include, but are not limited, to changing established IP addresses for shifts in staffing and installing the final software configuration onto licensed agent and supervisor workstations.
- **Desktop Specialist:** This individual has ownership of content on the desktop PC's in the call center. The desktop specialist has knowledge of content of PC's at the center and has the ability and authority to install software on the PC's. This person should be familiar with any software distribution technology that may be used.
- **Server Administrator:** This individual is responsible for the day-to-day physical care of the Verint software server(s), managing backup and disaster recovery strategies as well as coordinating data storage needs and management of drive space with the Verint Application Administrator.
- **Telephony Specialist:** This individual communicates with the Verint Application Administrator regarding any changes that occur to specific telephony data (i.e.: extension, logins, groups, queues, skills, etc.) in order that the Verint Application Administrator can synchronize the Verint software with the telephony infrastructure.
- **Training Coordinator:** Responsible for the coordination of training on the Software. The training coordinator must be able to schedule facilities and determine availability of coaches, supervisors and technical staff for training.
- **Database Administrator:** Responsible for administration and oversight roles of the actual Sybase, Oracle or SQL database as applicable.

- **Business Resources:** These resources may be called upon to answer questions about policies, people, queues, and other operational information needed for their specific centers
- **Business Users:** These are the primary end users of the Verint software

Section 8: Timetable

Verint will use commercially reasonable efforts to complete implementation within sixty (60) days after execution of this agreement excluding any delays not within Verint and/or Intrado's sole control.

Section 9: Change Control Process

Customer may request changes in or additions to the Services being provided hereunder by completing a Change Control Approval Request Form supplied by Verint. If Verint deems the changes feasible, Verint will provide a quote for any increase or decrease in the cost of or time required for performance of the Services as amended. Once parties agree to the modified scope and related fees a representative of each party will sign the Change Control Approval Request Form. See ATTACHMENT A. Verint shall not be obligated to perform any revised or additional Services unless and until the Change Control Approval Request Form is signed by both parties.

Attachment A – Change Control

| Change Control Approval Request Form | | |
|--|---|---|
| Change Request Control Number: Current Service Order Number: Date Issued: | | |
| Date Requested: / / | Requested By: | User Organization: |
| Date Required: / / | User Phone: | User e-mail: |
| Application or System: | | Release/Version: |
| Additional Time Estimated by Resource Type: | | Additional Cost Estimated: \$ |
| Summary of Requested Change: | | |
| New SOW Required? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Change Approval/Disapproval: <input type="checkbox"/> Disapprove Request <input type="checkbox"/> Approve for Release # ____ <input type="checkbox"/> Approve for Current Release <input type="checkbox"/> Future Consideration | | |
| Final Disposition: | | |
| Reason for Rejection: | | |
| Customer Management: (Name/Title) | Phone Number: | e-mail Address: |
| Verint Project Manager: | Phone Number: | e-mail Address: |
| Project Manager Signature: | | Date Authorized: |
| Disposition | | |
| Date Assigned: | Signature of Authorized Verint Representative: | |
| Date Of Sign Off: | Signature of Authorized Client Representative: | |
| Actions Required | | |
| Date ONYX Quote Adjusted: | Name and Signature of ONYX Adjuster: | |
| Date Open Air Adjusted: | Name and Signature of Open Air Adjuster: | |



Audiolog Maintenance & Support Plan

Americas Region

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MAINTENANCE AND SUPPORT PLAN

This plan details the support for Audiolog Version 4 and greater that Verint (either directly, or through an authorized Verint Service Partner) provides for Products licensed by Resellers for Customer's ¹ of Verint, in accordance with the terms and conditions of this Support Plan, and the reseller or distribution agreement (the "**Reseller Agreement**") executed between Verint and Reseller. The terms of support will depend on the specific terms of the Reseller Agreement and the Support Plan subscribed to by partner on behalf of its Customer for each location. The terms of this Support Plan may change from time to time. Any such changes will be effective as of the next support renewal term for the applicable Customer through Reseller. Please retrieve and review this document on an annual basis to ensure the Support Plan is the plan you desire for the next support term.

1. PLAN SUMMARY FOR MAINSTREAM SUPPORT

1.1 Plan Table

| Item | Tier II Support Plan (Support provided to Tier 1 Reseller) | Tier I + Tier II Support Plan (Support provided to End Customer) |
|-------------------------------|---|---|
| Tier I Support | Provided by Reseller ² | Provided by a Verint Support Partner ³ |
| Tier II Support - remote only | Provided by Verint upon issue escalation from tier I support provider | Provided by Verint upon issue escalation from tier I support provider |
| Software Updates | Software Versions and Updates included in maintenance (Hardware or services if required are additional) | Software Versions and Updates included in maintenance (Hardware or services if required are additional) |
| Patches ("Hot Fixes") | Included | Included |
| Service Packages | Included | Included |
| Hours of Coverage | Severity 1: 7 x 24 including holidays Severity 2&3: 5 x 12 - 8:00AM through 8:00 PM EST | Severity 1: 7 x 24 including holidays Severity 2&3: 5 x 12 - 8:00AM through 8:00 PM EST |
| Response Times | Severity 1: 1 hour | Severity 1: 1 hour |
| | Severity 2: 4 business hours | Severity 2: 4 business hours |
| | Severity 3: 8 business hours | Severity 3: 8 business hours |
| Verint Provided Support Tools | Includes access to reseller extranet self help tools | Includes access to reseller extranet self help tools |
| | Includes Web access to service request system | Includes Web access to service request system |

¹ A "Customer" as referenced in this Support Plan is an end user of the Products sold by a Reseller of Verint where that Reseller has sold support services for the Products to such end user and, a portion of the partner fees are paid to Verint for the performance of its tiered obligations as set forth in an Order for the applicable end user. The Tiered support services in this guide are subject to the terms set forth in your Reseller Agreement.

² Reseller must be certified by Verint for all Audiolog product versions that they will support in accordance with Verint defined partner training requirements.

³ For this option Verint will contract directly with tier I support partner; reseller/end customer will call issues in to the tier I support partner.

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| <p>Replacement of Verint furnished Hardware</p> | <p>If, during the initial annual Support Term (which commences upon the date 60 days following the date of the order and continues for twelve (12) months thereafter, Tier 1 Support is provided by an authorized Reseller of Support, Verint will provide replacement parts for those parts on such order which Verint determines are defective. Verint will cause delivery of the replacement part for the next business day if the determination that the part is defective is made by 2:00 PM. Any server or disk subsystem rebuild requires 2 additional business days for manufacturing assembly, followed by next business day delivery.</p> <p>Verint does not provide replacement parts for hardware after the initial annual Support Term.</p> | <p><i>Solely during the first five (5) consecutive years following the date of the order by Customer of the applicable part and provided Verint has determined the applicable part is defective no later than 2:00 PM on a normal business day, Verint will ship a replacement part .by the Verint Support Team by 4:00PM for next business day delivery. Any server or disk subsystem rebuild requires 2 additional business days for manufacturing assembly, followed by next business day delivery.</i></p> <p><i>Thereafter, Verint will provide replacements parts in accordance with the above timing provided, however, such parts at the time of Identification as defective, are generally commercially available to Verint.</i></p> <p><i>Included and provided by Verint outsourcing partner. Except for those items noted in the paragraph below, the following applies:</i></p> <p><i>Severity 1: Provided it has determined that the defective part is "in warranty" no later than 2:00 PM, the replacement part will be shipped for next business day delivery.</i></p> <p><i>Severity 2&3: Provided it has determined that the defective part is "in warranty" no later than 2:00 PM, the replacement part will be shipped for the 2nd business day part delivery.</i></p> |
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1.2 TIER AND SEVERITY LEVEL DEFINITIONS:

"Tier I" support for the Product means the following:

- Answering initial inquiries including technical questions about Products. Such inquiries may include but are not limited to, inquiries that require an explanation of a feature, function or Error message, as well as questions relating to the system administration of a Product. Answers to these questions are usually found in Product manuals or the knowledge base.
- Analysis of an issue to isolate specifically where a problem resides
- Remote analysis conducted by logging into remote systems, review and analysis of log files and traces as well as problem replication and solution recommendations.
- Installation of patches and service packs to address issues.
- Onsite support as may be necessary

"Tier II" support (remote to Reseller) means the following:

- Additional testing and diagnosis of an issue



- The assembly of verifiable reproducible product defects, errors or problems and all support materials for delivery to Verint's product development group to diagnose, fix or work around a problem that is believed to be a product defect for which no known patch exists.
- The development and delivery of any work-around for product defects, errors or problems
- Advanced engineering support to develop a code fix, patch or an advanced work around.

Severity Level Definitions:

- Severity 1:** An Error that has severe impact on business or operations where the Product is inoperable, fails catastrophically, or is causing severe data loss or corruption.
- Severity 2:** An Error that results in some impact on business or operations where the Product may be usable and the performance is significantly degraded.
- Severity 3:** An Error that results in minimal impact on business or operations where the Product may be usable, but there is only a minor impact on performance where one or more functions do not operate optimally.

1.3 PERFORMANCE OF TIER I SUPPORT:

If a Tier II plan only is purchased by the Reseller for an identified Customer the Reseller must either:

- a. perform Tier I support (provided Reseller is then Verint trained to provide such Tier I support as set forth in the Reseller Agreement and herein); or
- b. contract directly with a Verint trained Tier I support provider to provide the Tier I support to the Customer.
- c. Reseller must continuously maintain two (2) or more engineers trained on the then-current Audiolog Generally Available Version and any prior Updates and/or Versions in use and/or installed and for which a Customer has subscribed for support.

Verint will review the performance of Reseller on a periodic basis to determine Reseller's compliance with its obligations under this Support Plan and with those in the Reseller Agreement. If, in Verint's sole determination, Reseller has not met any one or more of such obligations, Verint, in its sole discretion, reserves the right to take any actions available to Verint including, but not limited to, modifying the maintenance discount rates, termination of this Support Plan and/or termination of the Reseller Agreement without notice.

2. SUPPORT

2.1 SUPPORT PROCESS

The Verint Customer Contact Center or a designated Verint support partner will be the focal point for every type of Reseller request relating to the use and support of licensed Product by a supported Customer. To initiate a request, a Designated Employee from Reseller should contact, for Tier I, the support provider identified by Verint, or, for Tier II, the Verint Audiolog support center via the Verint portal, during the hours in which support is provided under this plan. ⁴ The following information is required when opening a trouble ticket:

- Customer name, contact name, phone number, cell/pager number, email address
- Customer dongle number
- Site location

⁴ For any support services provided outside the Tier I or Tier I and II Support Plan coverage identified above, Reseller shall be charged for those services at Verint's then current service rates.

- Product and Product version
- Detailed description of the problem
- Events leading up to the problem
- Remote access information
- Any configuration changes made to the Product and/or Customer Environment

Reseller agrees, and shall contractually secure each Customer's agreement, that any feedback, enhancements, functionality requests and other comments provided to Verint are provided freely, and Verint shall be free to (or not to) use, disclose, reproduce, license or otherwise distribute, and exploit those comments as Verint sees fit, and entirely without obligation or restriction of any kind.

If the Reseller is performing the Tier I support, as set forth herein, then the following are additional requirements when contacting Verint relating to a support issue:

All issues escalated to Verint by Reseller must be reported by a trained Reseller team member and must include the following:

- any steps needed to reproduce the problem
- information on any events or changes that may have taken place in conjunction with problem onslaught
- detailed information on analysis and steps taken to date to identify/resolved the problem
- any relevant Audiolog retriever files

Untrained Reseller employees may not engage in any diagnosis, installation or troubleshooting of Verint Product specific issues and instead are limited to taking of first call and information gathering for forwarding of work to trained staff within their organization or to the Tier I service provider.

2.2 RESELLER'S SUPPORT OBLIGATIONS

Reseller and subsequently Customer are responsible for having a sufficient number of Designated Employees trained on the use and administration of the Products to support Customer's use of those Products. Reseller and/or Customer is responsible for initial problem determination, fault analysis, and for providing the following:

- Completion of routine tasks as specified in Verint documentation
- Daily checks on all system components including the use of proactive monitoring tools and loggers
- Shut down and restart of systems in a controlled manner and subsequent testing
- Validation and maintenance of system configuration records (pre and post change), including moves and other changes
- Investigation and resolution of end user training issues
- Full system backups of data and configuration
- Pro-active installation of Audiolog hot fix rollups and service packs
- Loading of OS service packs accordance with Verint's recommendations and change management
- Incident management, including:
 - Initial investigation
 - Data collection (Log files, crash dumps, error messages, trace files, screen shots etc)
 - Troubleshooting the incident using internal knowledge and supplied on-line help files
 - Restoration of service by implementing a known work around
 - Restarting services as required to maintain availability
 - Maintain accurate records of all support activity during the incident lifecycle and monitor trends
 - Involvement with resolving major incidents or problem root cause analysis
- Provide Verint or the Verint Service Partner with reasonable access to the Product's site as well as to the data relating to the operation of the Product and an adequate working space and facilities;

- Allow only a Verint authorized technician to provide technical support for the Product or any component thereof.
- Designate as the Verint product contact an English-speaking, appropriately qualified person who has been trained by Verint, or its authorized third party, for Product operation, administration, and system maintenance to serve as the primary point of contact with Verint, or its authorized third party, all service activities performed hereunder.
- Provide Product administration and provisioning such as, but not limited to, recordings, printing reports, performing backups.
- If applicable, purchase and maintain a spare parts kit on site based on the recommendation by Verint based on various Product and site parameters.
- Ensure any consumable supplies (for example tapes) are available on site for Product maintenance activities.
- Provide means of communication as may reasonably be requested by Verint for the purpose of remote maintenance, product testing, and consultation.
- Ensure Operating System and Database software versions, service packs and minor fix levels are in line with Verint WAS product configuration requirements.
- Maintain any third party software such as anti-virus software.

3. REPLACEMENT PARTS

3.1 Tier I + Tier II Support Plan

Subject to the Plan Summary above, for customers with hardware covered by the Tier I and Tier II Support Plan, Verint's service partner shall provide replacement parts to Customer on an as needed basis to correct material nonconformities of the Hardware with the specifications delivered with the Hardware. Replacement parts may be new or refurbished. Verint's service partner shall test each replacement part, and configure any replacement parts in accordance with Customer's specific configuration requirements in the Customer Environment. The provision of replacement parts does not include any additional hardware that may be required by Customer as a result of changes in their Customer Environment or changes in Customer's use of the Product. Any defective part, component or whole Server, whether or not an update, shall become the property of Verint's service partner. Similarly any part sent to Customer that is not ultimately used to correct a nonconformity as described herein is the property of Verint's service partner. It is the responsibility of Customer to return all defective and unused part(s) to Verint's service partner and the risk of loss for such parts remains with Customer until Verint's service partner's actual receipt of those parts. Customer shall provide customs clearance in the country where Support is provided. Shipment of any parts must conform to Verint's Repair Material Authorization ("RMA") procedures.

3.2 Tier II Support Plan

Subject to the Plan Summary above, for end users for whom Reseller has subscribed to Tier II Support, the Reseller will open a support ticket with Verint Technical Support. Upon identification by Verint Technical Support of a defective hardware part (as defined above) an RMA shall be processed and Verint will ship the replacement part in accordance with the delivery schedule described in the Plan Table above. The Reseller must return the defective part to Verint within 30 days following the receipt of Verint's replacement part. The RMA number must be clearly marked on the returned items, as well as the package and shipping documents. Each RMA shipment to Verint's



service partner must contain a clear 'ship to' return address for the return shipment. In the event Verint does not receive the defective part back within 30 days of shipment of the replacement part, Verint shall invoice the Reseller the full list price of that part, and Reseller agrees to pay such invoice in accordance with the terms in the Agreement with regards to when payments are due for invoices. If no such payment terms are expressly stated in the Agreement, Verint must receive payment of such invoice net thirty (30) days from the date of the applicable invoice.

4. REQUIREMENTS FOR SUPPORT

4.1 REMOTE ACCESS

Verint requires remote access to Customer locations for supporting and resolving Errors a Customer may experience with Products. Verint uses "site to site VPN" as its method of connectivity. "Client VPN" or "dial-in" modem access or web based remote access tool may be utilized in place of site to site VPN if preferred by the Customer. Customer must provide remote access to Verint and/or an authorized third party service provider acting on its behalf. Any estimated response times are predicated on timely provision of remote access. Any failures of Customer to provide remote access may result in additional service fees for alternate support services provided, and Reseller agrees to pay Verint for those additional services in accordance with Section 3.6.

4.2 SOFTWARE AND HARDWARE

Reseller and/or Customer shall be responsible for procuring and providing all hardware and software required to establish and maintain the Customer Environment, including, without limitation, all hardware and software required from either Verint or a third party supplier to install Updates and new Versions of any Product. Verint is not responsible for providing support for any software or hardware including, but not limited to, non-Verint-branded Products provided by Verint. With regards to hardware provided by Verint, Verint provides no support for any such hardware. Separate from support, the Reseller Agreement describes whether a warranty is provided by Verint and the details of the applicable warranty. Additionally, in the event on site services are required to resolve an Error, those on site services shall not be covered by this Support Plan, and Customer agrees pay Verint for those additional services in accordance with Section 3.6.

4.3 ANTIVIRUS SOFTWARE

For new Products, Verint installs antivirus software, with the latest virus inoculation file updates, on all servers that Verint supplies. Maintenance of the antivirus virus protection updates is transferred, along with responsibility for any yearly subscription fees, to Customer. If Customer chooses to use antivirus software other than that provided by Verint, they may do so provided that such software is sourced from a "Microsoft approved antivirus software partner". In the event a virus infects a Product(s) and on site services are required, those on site services shall not be covered by this Support Plan.

4.4 THIRD PARTY OPERATING SYSTEMS AND SECURITY PATCHES

For new Products, Verint installs operating systems (e.g. the Microsoft Operating Product) and security patches (e.g. IIS security patches) as recommended by Verint on all applicable servers that Verint supplies. Operating systems and security patch updates (as made available by the software manufacturer) are the responsibility of Customer based on guidance from Verint on compatibility.

4.5 EXCLUSIONS FROM SUPPORT

To be eligible for support services under this Support Plan, the Product must (i) be in good working order as of the start of the then current support term and (ii) be maintained by a party other than Verint in accordance with the Documentation. This Support Plan does not cover support for Errors in any Product where that Error is a result of:

- Reseller's or Customer's failure to: (i) correctly install Updates or other modifications to the Product provided by Verint, (ii) prepare a computing environment that meets the specified Customer Environment prior to Product installation or to maintain such Customer Environment and Product thereafter, (iii) grant access and security authorization, or (iv) provide necessary communications mechanisms;



- Errors resulting from misuse, abuse, natural disaster, negligence, or improper use of all or any part of the Product; or problems to or caused by products or services not provided by Verint;
- Product modification, amendment, revision, or change by any party other than Verint or Verint's authorized representatives; or
- Electrical failure, Internet connection problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which shall be deemed under Customer's exclusive control, and Customer's sole responsibility.

Additionally, the level of support services provided to Customer, regardless of Support Plan, is subject to Section 5 below. If any support services are provided as a result of any of the foregoing, Reseller agrees to pay Verint for those services in accordance with Section 3.6.

4.6 ADDITIONAL SERVICES

This Support Plan does not include any services required for (i) installation, configuration and training related to the initial installation of any Products and/or the installation of any Updates or new Versions, (ii) reconfiguration of any Products, or any moves, adds or other changes requested by Customer, (iii) support or updates to any other Customer specific deliverables, (iv) support or correction of any problems resulting from hardware and/or software not provided by Verint, (v) correction of any errors caused by malicious code (including, but limited to, viruses, trojan horses, etc.), or (vi) replacement of any Hardware (other than for purposes of warranty as set forth in the Reseller Agreement). Reseller agrees to pay Verint, at Verint's then current rate, all service fees and related expenses for any services provided by Verint where those services are not included as a part of this Support Plan.

3.7 DATA

Reseller and/or Customer is solely responsible for any and all data resulting from or relating to the use of any Verint Products, including, without limitation, all data inputs, data outputs, the quality, accuracy and integrity of any data, and the preservation of that data through properly maintained storage and backup systems. Prior to permitting Verint to access and support any Customer system, Reseller and/or Customer shall ensure any data related to the applicable system is backed up. Verint is not responsible for remediating any lost or corrupt data resulting from an Error in the system or the provision of support services under this Support Plan. Reseller acknowledges and agrees that it and/or the applicable Customer is solely responsible for such data and that such data is under Reseller's and/or Customer's exclusive control.

5. LAPSE IN COVERAGE

Verint recommends that support coverage remain in place at all times. In the event support coverage lapses, Reseller may request that Verint reactivate support coverage for the applicable Customer under the following conditions: (i) Verint will assess the Product performance, and Reseller agrees to reimburse Verint for those services and related expenses required to restore Product to its normal operation, including the need to perform required upgrades; (ii) Reseller shall pay to Verint the then current support fees for the current annual support subscription; and (iii) Reseller shall pay to Verint all support fees that would have been paid during the expired support period plus an additional twenty five percent (25%) of that total support fee.

In the event that the support coverage for the applicable Customer has lapsed, Reseller agrees to reimburse Verint for those services and related expenses required to restore Product to its normal operation.

6. END OF SUPPORT

The terms and conditions of this Support Plan are subject to the installation and operation by Reseller at the Customer location the then-current Generally Available Version of a Product. Verint will provide Support hereunder for each Version of a Product up to End of Mainstream Support (which, unless otherwise extended by Verint via notice in writing, including on Verint's related Support website, occurs three (3) years after End of Sale).

5.1 SUPPORT PROVIDED AFTER END OF MAINSTREAM SUPPORT

During the period after the End of Mainstream Support and before End of Maintenance, Verint will no longer be obligated to create Error Corrections or develop new workarounds for Errors identified in that Version of the Product.

However, Reseller shall continue to have rights to remote support (for Tier I and II subscriptions, with respect to general support questions, to the extent knowledge information remains available), and, for Tier I and II and Tier II only subscriptions, to receive Error Corrections and information on workarounds that are in existence as of the End of Mainstream Support. Additionally, and subject to Customer's rights under the Support Plan as subscribed to by Reseller for Customer, Customer shall continue to have rights to new Versions of the Product that are Generally Available.

5.2 END OF MAINTENANCE

As of the date announced by Verint to be End of Maintenance for a Version of a Product, Verint will no longer offer Support services under this Support Plan for that Version of the Product. Reseller and Customer shall no longer have rights to telephone support, to receive Error Corrections or information on workarounds. However, subject to Customer's rights under the Support Plan subscribed to by Reseller for Customer, Customer shall continue to have rights to new Versions of the Product they are Generally Available.

7. ESCALATION PROCEDURES

Verint recommends that any escalations flow through the Verint contact center and that Reseller request first and/or second level management escalation as necessary..

8. DEFINITIONS

All definitions shall be as defined herein and if not so defined shall be as defined in Customer's Agreement with Verint for the license and/or purchase of Product.

"Customer" means is an end user of the Products sold by a Reseller of Verint where that Reseller has sold support services for the Products to such end user and, a portion of the partner fees are paid to Verint for the performance of its tiered obligations as set forth in an Order for the applicable end user. The Tiered support services in this guide are subject to the terms set forth in Reseller's master reseller agreement. **"Customer Environment"** means the computing environment (excluding any software and/or hardware expressly provided by Verint under the Agreement) separately procured, prepared and maintained by Customer (and/or Reseller) for the use and operation of the Product, which meets Verint's then-current minimum Product requirements.

"Designated Employees" means the Reseller personnel who have been trained by Verint and trained to provide installation and/or support services to Reseller Customers.

"Documentation" means Verint's documentation delivered with the Software describing the specifications and use of the Software in the Customer Environment.

"Error" means a failure of the Software to substantially conform to the Documentation that Verint can replicate or Customer can duplicate.

"Error Correction" means revisions, modifications, alterations, and additions to the Software, provided by Verint to Customer as bug fixes or workarounds to resolve Errors.

"EoS" or "End of Sale" means a Version of a Product is no longer sold (excluding any expansion sales of existing installations, which shall not serve to extend the EoS period). End of Sale occurs when either (i) Verint releases the next Version of that Product, or (ii) Verint issues notice, either in writing or on its related website, that it no longer intends to sell that Product.

"EoMS" or "End of Mainstream Support" means, unless otherwise extended by Verint via notice in writing, including on Verint's related Support website, the period ending three (3) years after EoS.

"EoM" or "End of Maintenance" means the date announced by Verint as the last day in which any Support will be provided by Verint for that Version of the Product, or if applicable, that Product; provided such date is after the date applicable to EoMS. In the event Verint does not announce a specific date for EoM, EoM shall occur twelve (12) months from EoMS.

"Generally Available" means the date on which a Product or Version of a Product is available for sale or license to Verint's general customers.



"Product" means collectively, the Software and related Documentation provided by Verint to Customer under the Agreement.

"Software" means the computer application programs (including, if applicable, any Updates and other developments provided to Reseller to be provided to the applicable Customer hereunder) in object code form developed and owned by Verint or its licensor(s) and licensed under the Agreement and/or hereunder.

"Support Plan" means the terms and conditions contained in this document.

"Updates" means periodic improvements or additions to the Software, including Error Corrections and other changes to the Software, that may be provided hereunder, if so specified for the Support Plan subscribed to by Customer, but excluding any new Software feature or substantial additional functionality which, in Verint's sole discretion, is subject to additional fees.

"Verint" means the specific Verint Systems Inc. entity that has executed an Agreement with Reseller.

"Version" means the Software configuration identified by a numeric representation, including, without limitation, all service packs and other Updates provided hereunder that are applicable to that Software.